

# CHILD CARE DEVELOPMENT FUDND SUBAWARD

## BETWEEN

### THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF CHILDREN AND FAMILY SERVICES

## AND

### THE NEBRASKA DEPARTMENT OF EDUCATION

This subaward is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **THE NEBRASKA DEPARTMENT OF EDUCATION** (hereinafter "Subrecipient").

CFDA Title & #:	<u>93.575</u>	Federal Agency:	<u>US Dept of HHS</u>
Award Name:	<u>Child Care and Development Fund (CCDF)</u>	Federal Award Identifier #	<u>G1401NECCDF</u>
Issue Date:	<u>10-01-2013</u>	This award is for research and includes ARRA funds.	
Award Date:	<u>10-01-2014</u>		

**PURPOSE.** The purpose of this subaward is: to provide funding for various activities related to school-age, resource and referral, infant/toddler and other quality activities for providers, children and families in Nebraska.

## I. PERIOD OF PERFORMANCE AND TERMINATION

- A. **TERM.** This award is in effect from October 1, 2014 the effective date through May 31, 2016, the completion date.
- B. **TERMINATION.** This subaward may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this subaward in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF SUBAWARD." In the event either party terminates this subaward, the Subrecipient shall provide to DHHS all work in progress, work completed, and materials provided by DHHS in connection with this subaward immediately.

## II. AMOUNT OF SUBAWARD

- A. **TOTAL SUBAWARD.** DHHS shall pay the Subrecipient a total amount, not to exceed \$1,821,344.00 (One Million, Eight Hundred Twenty-One Thousand, Three Hundred Forty-Four Dollars) for the activities specified herein Attachment 3.

<u>Target</u>	<u>Aid</u>	<u>Administrative</u>
School Age Funds	\$43,787.00	\$200.00
Resource & Referral Funds	\$44,522.00	\$1,400.00
Quality Expansion Funds	\$781,599.00	\$10,901.00
Infant Toddler Quality Funds	\$233,799.00	\$20,032.00
4 % Quality Basic Funds	\$615,798.00	\$69,306.00

Administrative costs must not exceed 5.6% of the total subaward amount. Allowable Aid expenses for School Age, Resource & Referral, Quality Expansion, Infant Toddler Quality, 4% Quality Basic funds, and Administrative costs are outlined in Attachment 4.

- B. PAYMENT STRUCTURE. Payment shall be structured as follows: DHHS agrees to pay the Subrecipient for actual, allowable, and reasonable costs of the activities described in Attachment 3. The following is required for all payment reimbursements:
1. General ledgers and supporting documentation for all reimbursement requests.
  2. Reimbursements should have Administrative costs and AID costs separated.
  3. Reimbursements should be requested at a minimum of quarterly from the start date of the Subaward, but can be requested more frequent.
  4. NDE will submit Attachment 5, "NDE – Obligations/Unliquidated Obligations" to DHHS within 15 days following QE 12/31, 3/21, 6/30, and 9/30 for FFY14 funds.
  5. FFY14 funds must have been obligated between 10/1/14 to 9/30/15 and liquidated by 9/30/16. DHHS will not reimburse for costs that fall outside of this schedule.
- C. BUDGET CHANGES. The Subrecipient is permitted to reassign funds from one line item to another line item within the approved budget. If funds are reassigned between line items, prior approval from DHHS is required for cumulative budget transfer requests for allowable costs, allocable to the subaward exceeding five percent (5%) of the current total approved budget. Budget revision requests shall be submitted in writing to DHHS. DHHS will provide written notification of approval or disapproval of the request within thirty (30) days of its receipt.

### **III. STATEMENT OF WORK**

Neb.Rev.Stat § 43-2620 mandates that the Department of Health and Human Services and the State Department of Education shall collaborate in their activities. Therefore, DHHS and NDE agree to operate under the general conditions specified below.

A. Statement of Understanding:

DHHS and NDE are committed to planning together and having open lines of communication in undertaking and carrying out activities for the care and education of children. This includes early childhood through school-age care.

1. Meeting dates will be jointly established when such meetings are necessary to carry out the activities described herein.
2. Monthly meetings will be established to discuss reimbursements, supporting documentations, and obligations/unliquidated obligations.
3. Whenever appropriate, communication and materials relating to early childhood through school-age care and education will be produced collaboratively and will care such indication thereon.
4. All agencies will promote the inclusion of related interagency functions such as indication thereon.
5. All agencies will ensure that its subgrantees and/or subcontractors comply with all state and federal rules and regulations for the administration of the funds specified herein, including audit requirements und the Office of Management and Budget Circular A-133. All agencies will provide a copy of the Circular A-133 to its subgrantees and/or subcontractors.
6. Subrecipients of NDE receiving CCDF funds must be paid upon receipt of actual, allowable and reasonable cost of approved activities.

**B. Collaborative Activities for October 1, 2014 to January 31, 2016:**

Neb.Rev.Stat § 43-2620 and § 71-1954 state that DHHS and NDE shall collaborate in their activities. The statute further identifies a list of activities in which these entities may collaborate. Based on the menu of activities listed in the statutes, DHHS and NDE hereby agree to the following priorities for this period:

1. Encourage the development of comprehensive systems of child care and program and early childhood education programs that promote the wholesome growth and educational development of children, regardless of the child's level of ability.
  - a. DHHS Division of Children and Family Services (CFS) shall perform all duties and obligations as lead agency pursuant to 45 CFR § 98.10et seq., and will administer the Child Care and Development Fund (CCDF) and other such federal and state funds that are assigned to DHHS CFS for the provision of child care services.
  - b. DHHS CFS has overall administrative responsibility for the CCDF program and award.
  - c. NDE will administer CCDF activities and funds assigned to NDE for the provision of professional development and quality improvement supplementary activities for early childhood and school-age care, early childhood special education, and family literacy programs and services outlined in Attachment 6. Attachment 6 is hereby incorporated and becomes a part of this subaward.

Benchmarks: The activities will be reported by NDE in the required quarterly reports as noted in Attachment 6.

2. Encourage and promote the provision of parenting education, developmentally appropriate activities, and primary prevention services by program providers and early learning guidelines that promote positive child development and school readiness.
  - a. NDE, through the Office of Early Childhood/Early Childhood Training Center (ECTC), will utilize the funds available to enhance, provide, and coordinate training opportunities for child care and early childhood education staff. Activities related to the Quality Child Care Act and the Step Up to Quality Child Care Act will include:
    - i. DHHS CFS has overall administrative responsibility for the CCDF program and award.
    - ii. The development of strategies for information exchange statewide to assure that all early childhood care and education staff are aware of training opportunities and that training efforts are enhanced through cooperative planning;
    - iii. Assistance to communities in the development of comprehensive early childhood training plans;
    - iv. The coordination of programs targeted to parents needing our using child care to assist them in selecting optimum child care settings;
    - v. The continuation of specialized training regarding the care of children with disabilities;
    - vi. Information about media resources provided to all relevant DHHS staff, Child Care Food Program sponsors, and regional and local training providers receiving grants;
    - vii. Efforts to identify and support consultation or coaching for early care and education staff requesting such assistance; and

- viii. Outreach to licensed early childhood centers and child care homes to encourage participation in the Nebraska Step Up to Quality.

Benchmarks:

- Activities regarding information exchange and identification of resources available to child care providers will be carried out by the continued operation of the ECTC website and training registry calendar.
  - Activities conducted will be noted in the NDE Quarterly Reports.
- b. DHHS will assist child care providers in identifying training needs.
- i. NDE will continue to administer the Early Learning Connection Partnerships, the integrated system of early childhood professional development.
  - ii. The Early Learning Connection Partnerships will conduct training and professional development activities based on federal, state and local priorities. DHHS and NDE identify federal and state priorities for the partnership. The partnership conduct local training needs assessment to identify local priorities. The partnership complete professional development/training logs quarterly which are submitted to NDE as part of the annual report to document responsiveness to identify federal, state and local priorities. NDE and the ECTC will facilitate professional development to include all funding stakeholders and the Early Learning Connection Partnerships.
- c. To assist early care and education staff to select appropriate training, NDE and DHHS will maintain and disseminate information on available training via the Early Childhood Training Center, the Nebraska Early Childhood Professional Records System (NECPRS) Training Calendar, and the Early Learning Connection Partnerships.
- i. NDE will assure the Early Learning Connection Partnerships demonstrate commitment to goals and activities which:
    - Are based on assessments of the training needs in their areas;
    - Coordinate existing and new training needs in their areas;
    - Are collaborative in providing training that is open to those who work with young children and their families in all types of early childhood settings;
    - Support training and technical assistance to all persons working with children with disabilities birth to age five and their families;
    - Promote professional development and program improvement activities;
    - Maximize the use of existing resources and collaborate to access additional resources;
    - Increase the use of technology to facilitate collaboration and professional development; and
    - Support and assist with the refinement and implementation of the plan for professional development in early care and education.

Benchmarks:

- Continued implementation of professional development developed by NDE, DHHS Division of Children, Family Services, and the Early Learning Connection Partnerships.
  - Data tracking on grants and expenditures.
  - Strategies to support inclusion will continue to be identified.
- d. The process will incorporate the Child Development Associate (CDA) credential competencies and the Nebraska Core Competencies for Early Childhood Professionals and will include training levels, expected skills, and an evaluation process. Additionally, NDE and DHHS will provide at no charge to one another, and the Early Learning Connection Partnerships, lists in label format such that information about upcoming training events can be distributed to audiences across the state, using up-to-date rosters for mailings.
- e. DHHS and NDE will collaborate to submit information to be included in the Early Learning Connection Partnership newsletter and will contribute articles as needed.

Benchmark: Dissemination of newsletters and other training information to providers.

- f. NDE will lead in the implementation of Nebraska's Early Learning Guidelines. DHHS will be an active partner in the implementation of the guidelines. The Early Learning Guidelines series cover children from birth to age three, and age three to five, and include the domains of Social & Emotional Development, Approaches to Learning, Health and Physical Development, Language and Literacy Development, Mathematics, Science, and Creative Arts. They will continue to be implemented in connection to competencies of caregivers, program quality components, parent involvement and education, and public policy and awareness. The process for implementation of the guidelines through statewide awareness, training, and support will be inclusive and involve wide distribution, feedback, and involvement from stakeholders across Nebraska. Additionally, NDE and DHHS have worked to embed the Early Learning Guidelines into current activities related to early care and education across Nebraska to maximize awareness of and utilization of the guidelines. The Early Learning Guidelines for Ages 3 to 5 have been revised to align with the revised Head Start Framework. NDE will assure that the Early Childhood Core Competencies are further embedded throughout the early care and education system, which will specify what all adults who work with children need to know, understand, and be able to do to support children's development and school readiness.

Benchmark: DHHS and NDE will continue to carry out professional development planning.

3. Facilitate cooperation between the private and public sectors in order to promote the expansion of child care.

NDE and DHHS will collaborate to address issues of resource and referral in Nebraska.

- a. NDE and DHHS will coordinate public education and media information concerning early care and education issues and activities.

- b. NDE and DHHS will collaborate with public and private sector agencies, committees, and organizations that provide and/or advocate on behalf of the development and improvement of early care and education services. At a minimum, this will include collaboration with the Early Childhood Interagency Coordinating Council.
- c. NDE and DHHS will collaborate to address issues of out-of-school time care through efforts to promote and expand upon the statewide network of Community Learning Centers (CLC).
- d. NDE and DHHS will provide technical assistance to child care provider, including school-age care providers.
- e. NDE will provide educational trainings and resources to child care providers.
- f. NDE will continue to administer First Connections and School-Age Connections on-line training series, and will explore options to update and expand training for school-age care providers.
- g. NDE and DHHS will continue participation on committees of the CLC Network.
- h. NDE will support the dissemination of program quality framework and supporting materials as developed by the CLC Network.
- i. NDE will support the identification of trainers with infant, school-age, social/emotional health and inclusive practices expertise.

Benchmarks:

- Data will be reported per Attachment 4 regarding training targeted at school-aged care providers.
4. Support whenever possible continuing study of the need for child care and early childhood education and the most effective methods by which these needs can be served through government and private programs.
- a. NDE and DHHS will respond to requests for information from the Early Childhood Interagency Coordinating Council and other related task forces and advisory groups of common purpose.
  - b. NDE and DHHS will continue to monitor funding resources and make relevant information available to other state and community agencies and groups.
  - c. NDE and DHHS will continue to work together to fulfill the requirements of LB 1256 which was passed by the 2006 Nebraska Legislature, and outlines the requirements of the Early Childhood Education Endowment Fund.
  - d. NDE and DHHS will continue to work together to fulfill the requirements of LB 507 which was passed by the 2013 Nebraska Legislature, and outlines the requirements of the Step Up to Quality; Quality Rating and Improvement System.
  - e. NDE and DHHS will continue to work together to fulfill the requirements of LB 547 which was passed by the 2015 Nebraska Legislature, and outlines the requirements of the 3% reservation of CCDF funds for quality infant and toddler activities.

Benchmark:

- The Endowment Fund allocation process is in place. Grants have been awarded, technical assistance is offered, and ongoing monitoring will occur.
- Resource materials and professional development provided to grant programs are noted in the NDE quarterly reports.

- NDE and DHHS actively participate on the Step Up to Quality Steering Committee and the Step up to Quality state team.
5. Coordinate activities with other state agencies serving children and families.
    - a. NDE and DHHS will collaborate with relevant State agencies and the Head Start-State Collaboration Office to identify strategies and to produce materials to assist communities in planning for early care and education services.
    - b. NDE and DHHS will collaborate with other state agencies serving children and families to coordinate information and resources, which address early childhood care and education issues and services.

Benchmarks:

- NDE and DHHS continue to hold periodic meetings with state-level representatives of early childhood programs operated by school districts, Head Start, and child care stakeholder groups.
  - NDE and DHHS continue to make information about activities and child care resources available to stakeholders through ECICC.
6. Oversee professional development activities of child care providers.
    - a. DHHS Division of Children and Family Services will provide funding for T.E.A.C.H. Early Childhood ® Nebraska, and NDE will administer the program. NDE will continue to convene T.E.A.C.H. planning meetings with DHHS and the T.E.A.C.H. organization as necessary to guide the work and collaborate in addressing issues and to provide support to T.E.A.C.H.
    - b. NDE will provide Training of Trainers to support the statewide offering of trainings mandated by child care licensing requirements.
    - c. DHHS Division of Children and Family Services will provide funding for the Early Learning Connection partnerships, and NDE will administer the Early Learning Connection partnerships.
    - d. NDE, in consultation with DHHS, will continue to support multiple modes for delivery of professional development training and support.
    - e. DHHS will continue to provide orientation training on the licensing regulations to promote compliance with applicable licensing statutes and regulations. DHHS will provide ongoing consultation and enforcement activities to ensure compliance with such licensure statutes and regulations.
    - f. DHHS Division of Children and Family Services will administer the Early Head Start Infant/Toddler Quality Initiative.
    - g. DHHS Division of Children and Family Services will provide Quality Improvement Grants to promote quality improvements in licensed child care settings and License Exempt Grants to promote quality improvements for license exempt providers. DHHS Division of Children and Family Services will continue the full implementation of License Exempt Quality Incentive Payments to promote acquisition of training and information on health, safety, and promotion of early learning among License Exempt child care providers.
    - h. NDE will implement strategies of regular communication with license-exempt providers.
    - i. NDE and DHHS will continue to collaborate with the operations and maintenance of Step UP to Quality.

Benchmarks:

- Submission of T.E.A.C.H. quarterly reports and annual reporting of outcomes and activities.
- Tracking of the Early Childhood Management Training support.

- Continued implementation of Child Care Business training.
  - Implementation of legislatively required health and safety curriculum.
  - Data tracking of grants and expenditures.
  - Quarterly report tracking of activity with license-exempt providers by the Child Line specialist.
  - Monthly steering committee meetings and additional meetings as needed for Step Up to Quality between NDE and DHHS.
7. Support resource and referral services for parents and providers.
- a. NDE will continue to staff the statewide toll-free information line located at the ECTC, for early childhood care and education providers.
  - b. NDE and DHHS will continue to identify, problem solve, and support the intersecting data needs of child care licensing data on the Licensing Information System and Child Care Subsidy information on NFOCUS, working out system communication and data collection issues between NFOCUS and LIS.
  - c. Work will also continue on enhancing information on LIS regarding inspection findings, complaint investigations, and negative/discipline action, as well as including notations of child care subsidy, and accreditation.
  - d. NDE will administer a statewide Resource and Referral service to parents. This Resource and Referral FTE will perform tasks such as, but not limited to: collaboration with other local and community-based Resource and Referral sources in order to coordinate efforts; perform outreach and awareness efforts (such as booths at conferences, public awareness presentations, etc.) to publicize the technical support and consultation services this position offers to both child care providers and parents; assist parents in using computer based data systems in locating child care anywhere in Nebraska, offer phone consultation, and mail out listings of providers for parents to follow-up with upon request. Work will also continue with the National Association of Child Care Resource and Referral Agencies (NACCRRA) to assure the ECTC is included on Nebraska's R & R listing. NACCRRA membership will be kept current and will explore data elements NACCRRA needs from each state so that Nebraska can more fully participate.
  - e. DHHS Division of Children and Family Services will fund administrative costs for the implementation of a single contact Resource and Referral source, offering technical support and consultation via available databases to parents searching for child care, and general questions from providers, and as needed updating newly developed elements of the data base related to provider accreditation status, and providers who accept the child care subsidy.
  - f. DHHS Division of Children and Family Services will continue to fund the previously described resource and referral services to parents statewide.
  - g. DHHS and NDE will collaborate to keep the databases current and accessible for public use. The ECTC will provide a lead point of contact for offering personal assistance and overall support in this project aimed at increasing awareness and access to child care in Nebraska.
  - h. DHHS Division of Children and Family Services will support continued distribution of "The Right Place" booklet in both English and Spanish to offer more specific and comprehensive information and assistance to parents seeking child care services.

Benchmarks:

- Quarterly reporting of stats/data regarding calls received through the Child Line, resource and referral work completed, and public awareness efforts to



communicate this available service will be included in the regular quarterly reports submitted by NDE/ECTC.

- Resource and Referral needs and federal requirements will continue to be updated and implemented.
- “The Right Place” booklet will be distributed and reordered as needed.
- Connection to the National Association for Child Care Resource and Referral Agencies will be made, maintained, and enhanced via membership included on the national website, and collecting and reporting Nebraska’s data.

8. Promote the involvement of businesses and communities in the development of child care throughout the state by providing technical assistance to providers and potential providers of child care.

- a. DHHS will provide technical assistance related to program startup and licensing to child care providers and/or potential providers regarding development or expansion of child care services. DHHS Division of Children and Family Services will provide start-up and expansion grants through a granting process to providers.
- b. NDE through the ECTC Child Line, media center, and ECTC Training Coordinators will respond to referrals and requests for information, consultation, and training in connection with quality program elements

Benchmark:

- Quarterly report will include ECTC Child Line and media center regarding consultation and training.

9. Continue a voluntary accreditation process for public and private child care and early childhood education providers, which promotes program quality.

- a. DHHS Division of Children and Family Services will provide funds for and NDE will administer the Accreditation Project to provide support to home-, center-, and school-based programs seeking accreditation through recognized national accrediting bodies.
- b. NDE will continue to administer the Accreditation Project. Written criteria and rationale has been finalized and maintained on the NDE website to specify which organizations will be accepted in Nebraska as recognized accrediting bodies. DHHS Division of Children and Family Services and NDE shall agree on those entities considered recognized accrediting bodies. Programs accredited by these recognized accrediting bodies are eligible for increased subsidy through DHHS Division of Children and Family Services in accordance with policy.

Benchmark:

- Program accreditation continues to be supported through the NDE accreditation project, with the ongoing objective to increase the number of accredited child care programs statewide. Data will be collected by NDE to make comparisons.
- NDE will work with the CLC to identify a process to support the National Afterschool Association’s accreditation or similar program recognition.

10. Support the identification, recruitment, and training of persons to provide child care for children with special needs.

- a. NDE will provide consultation and training to persons interested in providing child care to children with special needs. DHHS will support inclusion through consultation, promotion, and referral to training resources.
- b. NDE and DHHS will collaborate with other statewide efforts that assist persons interested in providing child care to children with special needs.
- c. NDE and DHHS will collaborate in the dissemination of materials and the provision of technical assistance designed to promote greater interest in serving young children with special needs among child care providers.
- d. DHHS and NDE will work collaboratively to focus efforts on continued development and implementation of an infrastructure to offer training support and consultation to early care and education providers, in order to enhance the social and emotional behavior development of children. This infrastructure will be designed to support skill building of providers, improved environments for children, and to reduce the incidence of child expulsion from early care and education settings.

**Benchmark:**

- “The Right Place” publication will continue to be distributed which includes information regarding children with special needs.
- Early Childhood Positive Behavior Supports state implementation plan is executed.
- Partnership agreements between school districts, Head Start programs and community child care providers which include the support of children with disabilities will be facilitated.
- NDE will identify Early Childhood Positive Behavior Support (PBS) trainers and coaches.

**11. Early Childhood Interagency Coordinating Council**

- a. NDE will use the allocated funding to support the Early Childhood Interagency Council from their allocation of the 4% quality and earmarked money provided by DHHS Division of Children and Family Services.
- b. NDE shall assign council staff.
- c. NDE and DHHS will provide technical assistance to the Council as requested.
- d. NDE and DHHS will provide technical and staff assistance in preparation of the biennial report to the Governor. NDE will lead the coordination and preparation of the biennial report.

**Benchmarks:**

- Regular ECICC Council meetings held.
- Assigned work team activities conducted.
- Biennial report to the Governor is submitted.

12. Results Based Accountability - Results Based Accountability (RBA) is a learning process to further understand capacity, best practice and accountability. The NDE and DHHS agree to collaborate and negotiate a new contract or amendment that includes RBA outcomes, performance measures, and the reporting process as it relates to RBA

## **IV. GENERAL TERMS AND ASSURANCES**

### **A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.**

1. All Subrecipient books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this subaward shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Subrecipient shall maintain all records for three (3) years from the date of final payment, except records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. The Subrecipient shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves and hereby exercises the right to require the Subrecipient to submit required financial reports on the accrual basis of accounting. If the Subrecipient's records are not normally kept on the accrual basis, the Subrecipient is not required to convert its accounting system but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).
  2. The Subrecipient shall provide DHHS any and all written communications received by the Subrecipient from an auditor related to Subrecipient's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Subrecipient agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Subrecipient, in which case the Subrecipient agrees to verify that DHHS has received a copy.
  3. The subrecipient shall immediately commence follow-up action on findings arising from audits or other forms of review. Follow-up action includes responding to those conducting such examinations with clear, complete views concerning the accuracy and appropriateness of the findings. If the finding is accepted, corrective action, such as repaying disallowed costs, making financial adjustments, or taking other actions should proceed and be completed as rapidly as possible. If the subrecipient disagrees, it should provide an explanation and specific reasons that demonstrate that the finding is not valid.
  4. In addition to, and in no way in limitation of any obligation in this subaward, the Subrecipient shall be liable for audit exceptions, and shall return to DHHS all payments made under this subaward for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.
- B. AMENDMENT. This subaward may be modified only by written amendment executed by both parties. No alteration or variation of the terms and conditions of this subaward shall be valid unless made in writing and signed by the parties.
- C. ANTI-DISCRIMINATION. The Subrecipient shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the Americans with Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, NEB. REV. STAT. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of this subaward. The Subrecipient shall insert this provision into all subawards and subcontracts.

- D. ASSIGNMENT. The Subrecipient shall not assign or transfer any interest, rights, or duties under this subaward to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this subaward.
- E. ASSURANCE. If DHHS, in good faith, has reason to believe that the Subrecipient does not intend to, is unable to, has refused to, or discontinues performing material obligations under this subaward, DHHS may demand in writing that the Subrecipient give a written assurance of intent to perform. Failure by the Subrecipient to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this subaward.
- F. BREACH OF SUBAWARD. DHHS may immediately terminate this subaward and agreement, in whole or in part, if the Subrecipient fails to perform its obligations under the subaward in a timely and proper manner. DHHS may withhold payments and provide a written notice of default to the Subrecipient, allow the Subrecipient to correct a failure or breach of subaward within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Subrecipient time to correct a failure or breach of this subaward does not waive DHHS's right to immediately terminate the subaward for the same or different subaward breach which may occur at a different time. DHHS may, at its discretion, obtain any services required to complete this subaward and hold the Subrecipient liable for any excess cost caused by Subrecipient's default. This provision shall not preclude the pursuit of other remedies for breach of subaward as allowed by law.
- G. CONFIDENTIALITY. Any and all confidential or proprietary information gathered in the performance of this subaward, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided that contrary subaward provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. As required by United States Department of Health and Human Services (hereinafter "HHS") appropriations acts, all HHS recipients and DHHS Subrecipients must acknowledge Federal and DHHS funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal and DHHS funds. Recipients are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal and DHHS funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources. This provision shall survive termination of this subaward.
- H. CONFLICTS OF INTEREST. In the performance of this subaward, the Subrecipient shall avoid all conflicts of interest and all appearances of conflicts of interest. The subrecipient shall not acquire an interest either directly or indirectly which will conflict in any manner or degree with performance and shall immediately notify DHHS in writing of any such instances encountered.
- I. COST PRINCIPLES AND AUDIT REQUIREMENTS. The Subrecipient shall follow the applicable cost principles in 2 CFR 200 Subpart F. Federal audit requirements are dependent on the total amount of federal funds expended by the Subrecipient., set in the table below and Attachment 1, Audit Requirement Certification. Audits must be prepared and issued by an independent certified public accountant licensed to practice. A copy of the

annual audit is to be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026.

Amount of annual federal expenditure	Audit Type
\$100,000 to \$749,999	Financial Statement Audit
750,000 or more in federal expenditure	Single Audit

- J. DATA OWNERSHIP AND COPYRIGHT. Except as otherwise provided in the Federal Notice of Award, DHHS shall own the rights in data resulting from this project or program. The Subrecipient may copyright any of the copyrightable material and may patent any of the patentable products produced in conjunction with the performance required under this subaward without written consent from DHHS. DHHS and any federal granting authority hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for federal or state government purposes. This provision shall survive termination of this subaward.
- K. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- L. DOCUMENTS INCORPORATED BY REFERENCE. All references in this subaward to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Subrecipient in discharging its obligations under this subaward shall be deemed incorporated by reference and made a part of this subaward with the same force and effect as if set forth in full text, herein.
- M. DRUG-FREE WORKPLACE. Subrecipient agrees, in accordance with 41 USC §701 et al., to maintain a drug-free workplace by: (1) publishing a drug-free workplace statement; (2) establishing a drug-free awareness program; (3) taking actions concerning employees who are convicted of violating drug statutes in the workplace; and (4) in accordance with 2 CFR §182.230, identify all workplaces under its federal awards.
- N. FEDERAL FINANCIAL ASSISTANCE. The Subrecipient shall comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. The Subrecipient certifies that it shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.
- O. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REPORTING. The Subrecipient shall complete the Subrecipient Reporting Worksheet, Attachment 2, sections B and C. The Subrecipient certifies the information is complete, true and accurate.
- P. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this subaward due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this subaward. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this subaward which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this subaward.

- Q. FUNDING AVAILABILITY. DHHS may terminate the subaward, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the award with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Subrecipient written notice thirty (30) days prior to the effective date of any termination. The Subrecipient shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event, shall the Subrecipient be paid for a loss of anticipated profit.
- R. GRANT CLOSE-OUT. Upon completion or notice of termination of this grant, the following procedures shall apply for close-out of the subaward:
1. The Subrecipient will not incur new obligations after the termination or completion of the subaward, and shall cancel as many outstanding obligations as possible. DHHS shall give full credit to Subrecipient for the federal share of non-cancelable obligations properly incurred by Subrecipient prior to termination, and costs incurred on, or prior to, the termination or completion date.
  2. Subrecipient shall immediately return to DHHS any unobligated balance of cash advanced or shall manage such balance in accordance with DHHS instructions.
  3. Within a maximum of 90 days following the date of expiration or completion, Subrecipient shall submit all financial, performance, and related reports required by the Subrecipient Reporting Requirements. DHHS reserves the right to extend the due date for any report and may waive, in writing, any report it considers to be unnecessary.
  4. DHHS shall make any necessary adjustments upward or downward in the federal share of costs.
  5. The Subrecipient shall assist and cooperate in the orderly transition and transfer of subaward activities and operations with the objective of preventing disruption of services.
  6. Close-out of this subaward shall not affect the retention period for, or state or federal rights of access to, Subrecipient records, or Subrecipient's responsibilities regarding property or with respect to any program income for which Subrecipient is still accountable under this subaward. If no final audit is conducted prior to close-out, DHHS reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted at a later time.
- S. GOVERNING LAW. The award shall be governed in all respects by the laws and statutes of the United States and the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this award shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law. The Subrecipient shall comply with all Nebraska statutory and regulatory law.
- T. HOLD HARMLESS.
1. The Subrecipient shall defend, indemnify, hold, and save harmless the State of Nebraska and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney

fees and expenses ("the claims"), sustained or asserted against the State of Nebraska, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Subrecipient, its employees, consultants, representatives, and agents, except to the extent such Subrecipient's liability is attenuated by any action of the State of Nebraska which directly and proximately contributed to the claims.

2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Subrecipients.
- U. HUMAN TRAFFICKING PROVISIONS. The subrecipient shall comply and be subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC 7104). The full text of this requirement is found at: <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>
- V. INDEPENDENT ENTITY. The Subrecipient is an Independent Entity and neither it nor any of its employees shall, for any purpose, be deemed employees of DHHS. The Subrecipient shall employ and direct such personnel, as it requires, to perform its obligations under this subaward, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this subaward.
- W. REIMBURSEMENT REQUEST. Requests for payments submitted by the Subrecipient shall contain sufficient detail to support payment. Any terms and conditions included in the Subrecipient's request shall be deemed to be solely for the convenience of the parties.
- X. INTEGRATION. This written subaward represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this subaward.
- Y. LOBBYING.
1. Subrecipient certifies that no Federal appropriated funds shall be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award for: (a) the awarding of any Federal agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.
  2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this subaward, the Subrecipient shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- Z. MANDATORY DISCLOSURES. The subrecipient must disclose to the State, in a timely manner and in writing, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this subaward in accordance with 2 CFR §200.113.

Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

- AA. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Subrecipient acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any Subrecipient who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to: individuals; to a corporation, if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company, if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

[http://www.revenue.ne.gov/tax/current/f\\_w-4na.pdf](http://www.revenue.ne.gov/tax/current/f_w-4na.pdf) or  
[http://www.revenue.ne.gov/tax/current/fill-in/f\\_w-4na.pdf](http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf)

- BB. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Subrecipient shall review the Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/> and ensure that products and/or services provided under the subaward comply with the applicable standards. In the event such standards change during the Subrecipient's performance, the State may create an amendment to the subaward to request that Subrecipient comply with the changed standard at a cost mutually acceptable to the parties.

- CC. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The Subrecipient shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Subrecipient is an individual or sole proprietorship, the following applies:

1. The Subrecipient must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Subrecipient indicates on such attestation form that he or she is a qualified alien, the Subrecipient agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Subrecipient's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Subrecipient understands and agrees that lawful presence in the United States is required and the Subrecipient may be disqualified or the subaward terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

- DD. PUBLICATIONS. Subrecipient shall acknowledge the project was supported by the Code of Federal Award Number, name of award, federal agency and DHHS in all publications that result from work under this subaward.



- EE. PROGRAMMATIC CHANGES. The Subrecipient shall request in writing to DHHS for approval of programmatic changes. DHHS shall approve or disapprove in whole or in part in writing within thirty (30) days of receipt of such request.
- FF. PROMPT PAYMENT. Payment shall be made in conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

Automated Clearing House (ACH) Enrollment Form Requirements for Payment.

The Subrecipient shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the Subrecipient can be made. Download ACH Form:

[http://www.das.state.ne.us/accounting/nis/address\\_book\\_info.htm](http://www.das.state.ne.us/accounting/nis/address_book_info.htm)

- GG. PUBLIC COUNSEL. In the event Subrecipient provides health and human services to individuals on behalf of DHHS under the terms of this award, Subrecipient shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this subaward. This clause shall not apply to subawards between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.
- HH. RESEARCH. The Subrecipient shall not engage in research utilizing the information obtained through the performance of this subaward without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this subaward.
- II. SEVERABILITY. If any term or condition of this subaward is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this subaward did not contain the particular provision held to be invalid.
- JJ. SMOKE FREE. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds in Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By signing, the Subrecipient certifies that the Subrecipient will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- KK. SUBRECIPIENTS OR SUBCONTRACTORS. The Subrecipient shall not subaward or subcontract any portion of this award without prior written consent of DHHS. The

Subrecipient shall ensure that all subcontractors and subrecipients comply with all requirements of this subaward and applicable federal, state, county and municipal laws, ordinances, rules and regulations.

- LL. TIME IS OF THE ESSENCE. Time is of the essence in this subaward. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Subrecipient remaining.

NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this subaward shall be sent to the following addresses:

FOR DHHS:

Nicole Vint  
NE Department of Health & Human Services  
PO Box 95026  
Lincoln, NE 68509-5026  
402-471-9208

FOR SUBRECIPIENT:

Melody Hobson  
NE Department of Education  
PO Box 94987  
Lincoln, NE 68509-4987  
402-471-0293

**IN WITNESS THEREOF**, the parties have duly executed this subaward hereto, and each party acknowledges the receipt of a duly executed copy of this subaward with original signatures.

FOR DHHS:

\_\_\_\_\_  
Courtney N. Phillips  
Chief Executive Officer  
Department of Health and Human Services

FOR SUBRECIPIENT:

\_\_\_\_\_  
Dr. Matthew L. Blomstedt  
Commissioner  
Department of Education

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Douglas J Weinberg, Director  
Division of Children & Family Service  
Department of Health and Human Services

DATE: \_\_\_\_\_

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AUDIT REQUIREMENT CERTIFICATION**

*Subrecipients receiving funds from the Nebraska Department of Health and Human Services (DHHS) are required to complete this certification*

**Subrecipient's Name** Nebraska Department of Education

**Address:** 301 Centennial Mall South, PO Box 94987

**City:** Lincoln **State:** NE **Zip Code:** 68509-4987

**Subrecipient's Fiscal Year** July 1, 2014 to June 30, 2015

All written communications from the Certified Public Accountant (CPA) engaged under #2 or #3 below, given to the subrecipient related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance* and any additional reports issued by the auditor as a result of this engagement must be provided to the DHHS immediately upon receipt, unless the Subrecipient has directed the CPA to provide the copy directly to the DHHS and has verified this has occurred.

Check either 1, 2, or 3

1. ☐ As the subrecipient named above, we expect to expend less than \$750,000 from all Federal Financial Assistance sources and do not expect to receive \$100,000 or more in subawards from DHHS, including commodities, during our fiscal year. Therefore, we are not subject to the audit requirements of 2 CFR 200 and do not need to submit our audited financial statements to DHHS.
2. ☒ As the subrecipient named above, we expect to expend less than \$750,000 from all Federal Financial Assistance sources and expect to receive \$100,000 or more in subawards from DHHS, including commodities, during our fiscal year. Therefore, we are not subject to the audit requirements of 2 CFR 200.

We are, however, responsible for engaging a licensed Certified Public Accountant (CPA) to conduct an audit of our organization's financial statements. We acknowledge that the audited financial statements should be presented in accordance with generally accepted accounting principles (accrual basis). If another basis of accounting is more appropriate or if the accrual basis of accounting is overly burdensome, we will notify the DHHS of this issue and request a waiver of this requirement prior to the end of our fiscal year. We further acknowledge the audit must be completed no later than nine months after the end of our organization's current fiscal year. A copy of the report must be submitted to DHHS within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

3. ☐ As the subrecipient named above, we expect to expend \$750,000 or more from all Federal Financial Assistance sources, including commodities in our current fiscal year. Therefore, we are subject to the single audit requirements of 2 CFR 200.

We will engage a licensed Certified Public Accountant to conduct and prepare the audit of our organization's financial statements and components of the single audit pertaining to those financial statements. We acknowledge that the audited financial statements should be presented in accordance with generally accepted accounting principles (accrual basis). If another basis of accounting is more appropriate or if the accrual basis of accounting is overly burdensome, we will notify the DHHS of this issue and request a waiver of this requirement prior to the end of our fiscal year. We further acknowledge the audit must be completed no later than nine months after the end of our current fiscal year.

We further acknowledge, that a single audit performed in accordance with 2 CFR 200 must be submitted to the Federal Audit Clearinghouse. The reporting package, as evidence the audit was completed must contain:

- financial statements,
- a schedule of Expenditure of Federal Awards,
- a Summary Schedule of Prior Audit Findings (if applicable),
- a corrective action plan (if applicable) and
- the auditor's report(s) which includes an opinion upon financial statements and Schedule of Expenditures of Federal Awards, a report of internal control, a report of compliance and a Schedule of Findings and Questioned Costs.

We further acknowledge the auditor and this subrecipient must complete and submit with the reporting package a *Data Collection Form for Reporting on Audits of States, Local Governments and Non-Profit Organizations* (SF-SAC).

We further acknowledge a copy of the subrecipient's financial statements, auditor's report and SF-SAC must be submitted to the DHHS within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period. .

For items #2 and #3 above the required information must be submitted to:

Nebraska Department of Health and Human Services  
Internal Audit Section  
P.O. Box 95026  
Lincoln, NE 68509-5026

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

## Subrecipient Reporting Worksheet

### Section A – Federal Award Information

Federal Award Identifier Number (FAIN) G1401NECCDF  
(Must Match Notice of Award)

Federal Awarding Agency Name US Department of Health and Human Services  
Award Date 10-01-2013

CFDA Program Number 93.575  
(Must Match Notice of Award)

Subaward Amount From This  
Award: \$1,821,3440

*\*See instructions if the subaward is funded from more than one funding source*

### Section B – Subrecipient Information

Subrecipient DUNS 808819882  
(Unique Entity Identifier)

Subrecipient Name Nebraska Department of Education

Subrecipient Address: Street 301 Centennial Mall South

City Lincoln State NE

Country USA Zip Code + 4 68509-4987

Congressional District 01

Amount of Subaward \$1,821,3440 Subaward Date 10-1-14

Subrecipient Principal City Lincoln State NE

Place of Performance: Country USA Zip Code + 4 68509-4987

Congressional District 01

Subaward Number \_\_\_\_\_ (y3 number assigned once approvals completed)

Signature Date \_\_\_\_\_ (Date Subaward signed by DHHS or last party)

Subaward Project Description Funds from the Child Care and Development Fund (CCDF)  
Block Grant are used for quality child care activities in Nebraska.

#### For Grants Management Use Only:

Received by Grants: \_\_\_\_\_ FFATA Processed By: \_\_\_\_\_

Report Month/Year: \_\_\_\_\_

## Section C – Officer Compensation

1. In your business or organization's previous fiscal year, did your business organization (including parent organization, all branches, and all affiliates worldwide) receive 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subawards, and/or cooperative agreements AND \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subawards, and/or cooperative agreements?

☐ Yes – answer Question 2

X ☒ No – not required to provide officer compensation

2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes – not required to provide officer compensation

X ☒ No – provide the names and total compensation of the five most highly compensated officers of the entity below

1.	_____	\$ _____
	Name	Compensation
2.	_____	\$ _____
	Name	Compensation
3.	_____	\$ _____
	Name	Compensation
4.	_____	\$ _____
	Name	Compensation
5.	_____	\$ _____
	Name	Compensation

## Section A – Federal Award Information (Continuation)

*Use this page only if the subaward is being funded by multiple sources (multiple federal grants or a combination of federal and state funds)*

Federal Award Identifier Number (FAIN) _____	
Federal Awarding Agency Name _____	Award Date _____
CFDA Program Number _____	Subaward Amount From This Award: \$ _____

Federal Award Identifier Number (FAIN) _____	
Federal Awarding Agency Name _____	Award Date _____
CFDA Program Number _____	Subaward Amount From This Award: \$ _____

Federal Award Identifier Number (FAIN) _____	
Federal Awarding Agency Name _____	Award Date _____
CFDA Program Number _____	Subaward Amount From This Award: \$ _____

Amount funded from Federal Grants	<u>\$1,821,344</u>	total of grants in Section A
Amount funded from State General Funds	\$ _____	
Amount funded from State Cash Funds	\$ _____	
Amount funded from Federal Cash Funds	\$ _____	fed sources other than grants
Total amount funded from all sources	<u>\$1,821,344</u>	should equal total of subaward